

<i>SERFF Tracking Number:</i>	<i>GLAA-127617275</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Guggenheim Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>49733</i>
<i>Company Tracking Number:</i>	<i>GLA-SPIA-01</i>		
<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>SPIA</i>		
<i>Project Name/Number:</i>	<i>/GLA-SPIA-01</i>		

## Filing at a Glance

Company: Guggenheim Life and Annuity Company

Product Name: SPIA

SERFF Tr Num: GLAA-127617275 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non-Variable

SERFF Status: Closed-Approved- Closed State Tr Num: 49733

Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Co Tr Num: GLA-SPIA-01 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Gina Pearson, Carol  
Lamey, Gary Newman, Randy  
Graves

Disposition Date: 09/13/2011

Date Submitted: 09/07/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number: GLA-SPIA-01

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments: Filed  
simultaneously in our domicile state of  
Delaware.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 09/13/2011

State Status Changed: 09/13/2011

Deemer Date:

Created By: Gary Newman

Submitted By: Gary Newman

Corresponding Filing Tracking Number:

Filing Description:

This new policy form submission from Guggenheim Life and Annuity Company consists of a Single Premium Immediate Annuity contract and the application for the Single Premium Immediate Annuity. Both forms that make up this filing submission are new and not intended to replace any forms that are currently on file with your department.

SERFF Tracking Number: GLAA-127617275 State: Arkansas  
Filing Company: Guggenheim Life and Annuity Company State Tracking Number: 49733  
Company Tracking Number: GLA-SPIA-01  
TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
Variable  
Product Name: SPIA  
Project Name/Number: /GLA-SPIA-01

Contract form number GLA-SPIA-01 is a single premium immediate annuity that provides annuity payments that are guaranteed and/or that are contingent on survivorship. Annuity payments are paid to the policyowner(s) beginning with the first payout date (one payout interval after the contract date). The contract has no cash value. The contract does not provide for commutation of any remaining annuity payments due during a guaranteed period. The following annuity options are available:

A. Single Life Income. The periodic income amount will be paid for the selected guaranteed period, if any, and thereafter as long as the annuitant lives. The guaranteed period may be selected as: (1) None; (2) 5, 10, 15 or 20 Years.

B. Specified Period. The periodic income will be paid until the end of the specified period ( 5, 10, 15, or 20 years).

C. Joint and Survivor Life Income. The periodic income amount will be paid for the selected guaranteed period, if any, and thereafter as long as both annuitants are living. After the guaranteed period, and while only one annuitant survives, the survivor's periodic income will be paid. The survivor's periodic income may be selected as 100%, 67% or 50% of the original periodic amount. The guaranteed period may be selected as: (1) None; (2) 5, 10, 15 or 20 Years.

Other options may be available at the company's direction. Such options will be calculated in a manner consistent with those described above using the same interest rate and mortality tables.

Application form GLA-SPIAAPP-01 (08/11) is the application form that will be used to apply for the single premium immediate annuity contract.

If you have any questions or concerns regarding this submission, please contact me by telephone at 502-767-3975 or via email at nics@insightbb.com. Thank you for your prompt review and consideration in this matter.

Sincerely,

Gary Newman, FLMI, AIRC  
Newman Insurance Compliance Solutions, LLC

## Company and Contact

### Filing Contact Information

Carol Lamey,  
10689 N. Pennsylvania Street  
Suite 200

carol.lamey@guggenheiminsurance.com  
317-574-2861 [Phone]  
317-818-7806 [FAX]

SERFF Tracking Number: GLAA-127617275 State: Arkansas  
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Variable  
Product Name: SPIA  
Project Name/Number: /GLA-SPIA-01

Indianapolis, IN 46280

### Filing Company Information

Guggenheim Life and Annuity Company	CoCode: 83607	State of Domicile: Delaware
10689 N. Pennsylvania Street	Group Code:	Company Type:
Suite 200	Group Name:	State ID Number:
Indianapolis, IN 46280	FEIN Number: 43-1380564	
(317) 574-2879 ext. [Phone]		

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### Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	Yes
Fee Explanation:	\$50.00 per form times two forms equal \$100.00
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Guggenheim Life and Annuity Company	\$100.00	09/07/2011	51315776

SERFF Tracking Number:	GLAA-127617275	State:	Arkansas
Filing Company:	Guggenheim Life and Annuity Company	State Tracking Number:	49733
Company Tracking Number:	GLA-SPIA-01		
TOI:	A05I Individual Annuities- Immediate Non-Variable	Sub-TOI:	A05I.000 Annuities - Immediate Non-variable
Product Name:	SPIA		
Project Name/Number:	/GLA-SPIA-01		

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/13/2011	09/13/2011

<i>SERFF Tracking Number:</i>	<i>GLAA-127617275</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Guggenheim Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>49733</i>
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<i>TOI:</i>	<i>A05I Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A05I.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>SPIA</i>		
<i>Project Name/Number:</i>	<i>/GLA-SPIA-01</i>		

## Disposition

Disposition Date: 09/13/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	GLAA-127617275	State:	Arkansas
Filing Company:	Guggenheim Life and Annuity Company	State Tracking Number:	49733
Company Tracking Number:	GLA-SPIA-01		
TOI:	A05I Individual Annuities- Immediate Non-Variable	Sub-TOI:	A05I.000 Annuities - Immediate Non-variable
Product Name:	SPIA		
Project Name/Number:	/GLA-SPIA-01		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Third Party Authorization Letter		Yes
Form	Single Premium Immediate Annuity Contract		Yes
Form	Application Single Premium Immediate Annuity		Yes

SERFF Tracking Number: GLAA-127617275 State: Arkansas

Filing Company: Guggenheim Life and Annuity Company State Tracking Number: 49733

Company Tracking Number: GLA-SPIA-01

TOI: A05I Individual Annuities- Immediate Non-Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Product Name: SPIA

Project Name/Number: /GLA-SPIA-01

## Form Schedule

Lead Form Number: GLA-SPIA-01

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GLA-SPIA-01	Policy/Contract	Single Premium Immediate Annuity Contract Certificate	Initial		55.300	GLA-SPIA - 082411 - Clean with footer fixed.pdf
	GLA-SPIAAPP-01 (08/11)	Application/Enrollment Form	Single Premium Immediate Annuity	Initial		47.700	GLA SPIA-APP - John Doe.pdf

# GUGGENHEIM INSURANCE

## GUGGENHEIM LIFE AND ANNUITY COMPANY

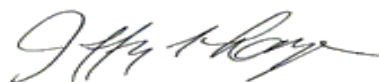
10689 N. Pennsylvania, Suite 200, Indianapolis, IN 46280  
800-990-7626  
[www.guggenheiminsurance.com](http://www.guggenheiminsurance.com)

Guggenheim Life and Annuity Company, a stock Company, agrees to pay the proceeds of this contract in accordance with the terms of this contract to the Annuitant except, that after the Annuitant's death, any payments due will be paid to the Beneficiary.

Signed for Guggenheim Life and Annuity Company at its office in Indianapolis, Indiana.



Daniel J. Towriss  
Secretary



Jeffrey Lange  
President

### 30-DAY RIGHT TO EXAMINE CONTRACT

Within 30 days after this contract is first received, it may be canceled for any reason by delivering or mailing it to the agent through whom it was purchased or to the office of the Company. Upon cancellation the Company will return the premium paid, less any proceeds paid by the Company.

**Single Premium Immediate Annuity Contract**  
**Income as provided in Contract Schedule**  
**Nonparticipating**



## GUIDE TO CONTRACT PROVISIONS

	Page
Application	Attached to Contract
Contract Schedule	3
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Payment of Contract Benefits	3
Definitions	4
Premium	5
General Provisions	5
Ownership	7
Change of Owner	7
Death Benefit	7
Beneficiary	7
Payments to Minors	8
Surrender	8

## CONTRACT SCHEDULE

Contract Number: {020021TEST }	Contract Date: {AUG 27, 2009}
First Payout Date: {SEP 27, 2009 }	Last Payout Date: {Aug 27, 2019}
Payout Interval: {Monthly }	Contract Type {IRA}
Annuitant - {John Q Doe }	Issue Age – {75}
Joint Annuitant - {NA }	Joint Issue Age - {NA}
Periodic Income: {\$799.02}	Amount Received {\$100,000.00}

### Benefit

Single Premium Immediate Annuity

Annuity Option: {Single Life Income with Guarantee Period}

Guaranteed Period: {10 Years}

### Payment of Contract Benefits

#### {Single Life Income with Guarantee Period}

We will pay the periodic income to You or, if applicable, Your beneficiary on each pay out date during the Guaranteed Period whether or not the Annuitant is living. We will continue to pay periodic income after the Guaranteed Period as long as the Annuitant is living. If the Annuitant dies before the end of the Guaranteed Period, no further payments will be made after the Guaranteed Period ends. }

## SECTION I \_\_\_\_\_

### SINGLE PREMIUM IMMEDIATE ANNUITY

#### DEFINITIONS

**NOTE:** Because of the option(s) you selected, some of the terms defined below may not be used in your Contract.

**Age** means the age of the annuitant(s) on the annuitant's last birthday, as shown on Contract Schedule page 3.

**Amount Received** means the amount you paid to us, as shown on Contract Schedule page 3.

**Annuitant** means the person (or persons, in the case of a joint and survivor annuity), on whose life or lives the benefit for this Contract is based, and is(are) the person(s) named as "ANNUITANT(S)" on Contract Schedule page 3.

**Annuity Option** means the annuity option, shown on Contract Schedule page 3, which you selected on the Application.

**Application** means the written document(s) and any written supplements to it which are completed to request this Contract, and are attached to this Contract.

**Beneficiary** means the person(s) or entity(ies) named in the Contract Application to whom the death benefit for this Contract will be paid.

**First Payout Date** means the date on which annuity payments begin, as shown on Contract Schedule page 3.

**Guaranteed Period** means a certain period of time, as shown on Contract schedule page 3, during which we guarantee to pay the periodic income whether or not the Annuitant(s) is(are) living. The Guaranteed Period begins on the Contract Date.

**Last Payout Date** as described on Contract Schedule page 3, means the date on which annuity payments end.

**Notice to Us** means information, including any required proof, We have received at Our home office which is written, signed by You, and in a form acceptable to Us.

**Periodic Income** means the amount of each periodic income payment shown on Contract Schedule page 3.

**Contract Date** means the date listed as the "CONTRACT DATE", as shown on Contract Schedule page 3.

**Contract Schedule** means the page(s) of the Contract entitled "CONTRACT SCHEDULE" and includes the most recent change made on any supplemental Contract Schedule sent to you by Us.

**Specified Period** means a stated period of time during which annuity payments will be made, as shown on Contract Schedule page 3.

**Survivor's Periodic Income** means the amount, as shown on Contract Schedule page 3, which is payable on the death of the first Annuitant to die.

**We, Our, Us, or Company** means Guggenheim Life and Annuity Company.

**You or Your** means the owner(s) of this Contract, as shown on Contract Schedule page 3, or a new owner named by You.

## **SECTION II** \_\_\_\_\_

### **PREMIUM**

The amount received by Us for this Contract is payable in advance at Our office or to one of Our authorized agents. No further premiums after this initial amount can be paid for this Contract.

The premium shall be credited on the date it is received at Our office with a complete Application, but in no event shall it be credited to the Contract before the Contract Date.

### **GENERAL PROVISIONS**

#### **CONTRACT**

The following items are part of this Contract:

- a. Your Application,
- b. any supplements or amendments to the Application attached to the Contract at issue,
- c. any endorsements issued by Us which may be added to the Contract, and
- d. any supplemental Contract Schedule for this Contract issued by Us.

We have issued this Contract in consideration of Your Application and Your payment in advance of the premium (amount received) shown on Contract Schedule page 3. Nothing else which has been said or put in writing is part of this Contract unless it is identified above as part of the Contract or unless it is attached by Us or considered by Us to be attached to the Contract. Any supplement, amendment, supplemental Contract Schedule or endorsement issued by Us will be considered part of the Contract whether or not attached by You.

After the Contract Date, You may not change the Annuitant(s), the Annuity Option, the Guaranteed Period, or the Specified Period You have selected. No one can change any other part of your Contract, except You and one of Our officers. Both must agree to a change, and it must be in writing.

#### **RELIANCE**

We have issued this Contract in reliance on the statements made in the Application. These statements are representations and not warranties. Read the copy of the Application for this Contract. If any statement is not true or complete, please tell Us.

#### **INCONTESTABILITY**

We cannot contest this Contract, except for non-payment of the premium.

#### **PAYMENT BY US**

All payments by Us under this Contract shall be by check and issued from our office.

Unless otherwise agreed to by Us in writing, any check issued in payment of this Contract shall require the personal endorsement of the person to whom the check is made. We may at any time

require proof satisfactory to Us of the continued life or the death of a person upon whose life any payments under this Contract depend.

### **MISSTATEMENT OF AGE OR SEX**

If the age or sex of any Annuitant has been misstated, We will adjust the Periodic Income or the Survivor's Periodic Income to the amount which the premium would have purchased for the correct age or sex. Any underpayments already made by Us shall be made up immediately and any overpayments already made by Us shall be charged against the amounts becoming payable after adjustment. Interest at 3% per annum, compounded annually, will be applied to any underpayments or overpayments.

### **NO DIVIDENDS ARE PAYABLE**

This is a non-participating Contract. It does not share in Our profits nor in Our surplus distribution.

### **CONFORMITY WITH LAWS**

This Contract is subject to the laws of the state where the Contract was delivered. If any part of this Contract does not follow that law, it will be interpreted as if it does.

### **NO COLLATERAL ASSIGNMENT OF CONTRACT**

You may not assign this Contract as collateral.

### **OWNERSHIP**

This is Your Contract. You have the right to receive all payments due under this annuity, change any revocable Beneficiary, and change the owner of this Contract. The exercise of any rights by You must be done by notice to Us.

Upon notice to Us of Your death, no ownership rights in the Contract may then be exercised by any person.

### **CHANGE OF OWNER**

You may change the owner of this Contract at any time during Your lifetime by notice to Us. A change of ownership shall be effective as of the date of notice to Us, subject to any action taken by us or payments made by Us before our receipt of notice to Us. After the change of ownership becomes effective, all references to "You" in this contract shall refer to the new owner.

### **DEATH BENEFIT**

Any payments due after the death of all Owners shall be made to the named Beneficiary(ies) subject to the terms of this Contract and pursuant to the terms of the Beneficiary designation in effect at the time of Your death.

## **BENEFICIARY**

The Beneficiary will be paid the Periodic Income or the Survivor's Periodic Income, if any, due after Your death. We may delay payment if We cannot find a Beneficiary. We may require proof satisfactory to Us that the Beneficiary is qualified to receive payment. Unless otherwise provided by notice to Us, the Beneficiary classes in order of settlement are as follows:

### Beneficiary Designation

Primary: As named in the Application, if living.  
Contingent: As named in the Application, if living.  
Last Contingent: Your estate.

Unless We are told otherwise by notice to Us, We will follow these rules:

- \* We will pay in equal shares when more than one Beneficiary of the same class is to share the proceeds.
- \* An irrevocable Beneficiary cannot be changed without the written consent of that Beneficiary.
- \* The word "child" means only a lawful child, including an adopted child. The word "child" does not mean stepchild or grandchild.

You may change any revocable Beneficiary at any time by notice to Us before you die. Any change must be approved by Us. If approved, the change will take effect as of the date the notice was signed by You. However, We will not be liable for any payments made or actions We take before notice to Us of a change of Beneficiary.

## **PAYMENTS TO MINORS**

If any Periodic Income or Survivor's Periodic Income is to be paid to a minor, then, unless otherwise provided by law, such payment will only be made to the duly authorized and acting conservator or guardian of the minor's estate until such time as the minor passes the age of majority. Any such payment(s) made by Us shall release Us to the extent of the payment(s).

## **SURRENDER**

This contract may not be surrendered for cash. There is no Cash Surrender Value.

**GUGGENHEIM LIFE AND ANNUITY COMPANY**  
10689 N. Pennsylvania, Suite 200, Indianapolis, Indiana 46280

**SINGLE PREMIUM IMMEDIATE ANNUITY**  
**Income as provided in Contract Schedule**  
**Nonparticipating**



**GUGGENHEIM**

Life and Annuity Company

10689 North Pennsylvania, Suite 200, Indianapolis, IN 46280

SINGLE PREMIUM IMMEDIATE ANNUITY  
APPLICATION

{ Marketing Name }

<b>Annuitant</b>	Name: Last Doe		First John	Middle G	
	Address: Street 123 Any Street		City Anytown	State USA	Zip 12345
	Date of Birth 01/01/1976	Age 35	Sex M	SSN: 313-45-4556	Telephone 503-453-3333
<b>Joint Annuitant</b> (if applicable)	Name: Last		First	Middle	
	Address: Street		City	State	Zip
	Date of Birth	Age	Sex	SSN:	Telephone
<b>Owner</b> (if other than annuitant)	Name: Last		First	Middle	
	Address: Street		City	State	Zip
	Date of Birth	Age	Sex	SSN:	Telephone
<b>Joint Owner</b> (if other than joint annuitant)	Name: Last		First	Middle	
	Address: Street		City	State	Zip
	Date of Birth	Age	Sex	SSN:	Telephone
<b>Beneficiary(s)</b> (Attach signed & dated sheet if multiple beneficiaries)	Primary Beneficiary Jane C. Doe		Date of Birth 09/01/1978	SSN: 345-56-4456	Relationship to Owner Spouse
	Contingent Beneficiary Johnny Doe, Jr.		Date of Birth 06/13/2000	SSN: 675-87-0304	Relationship to Owner Son

**Premium Payment**Single Premium Payment Amount \$50,000☒ Nonqualified ☐ Qualified☐ IRA ☐ SEP ☐ Check Enclosed☐ Other \_\_\_\_\_**Payment Mode/ Frequency**☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually☐ Other \_\_\_\_\_Start date will be one period from date premium is Received.  
\_\_\_\_\_**Income Payment/ Payout Options**{ ☐ Period Certain Based on Social Security Life Expectancy }☐ Period Certain \_\_\_\_\_ years \_\_\_\_\_ months.{ ☐ Interest + \$10.00 per month for Period Certain of \_\_\_\_\_ years and \_\_\_\_\_ months. }{ ☐ \_\_\_\_\_ % Increase per year for \_\_\_\_\_ years period certain. ({5%, 10% and 15% } available) }☒ Life Only . (available through age {70} only)☐ Lifetime Income with Period Certain of \_\_\_\_\_ years and \_\_\_\_\_ months.☐ Joint Life. { ( \_\_\_\_\_ 100% \_\_\_\_\_ 67% \_\_\_\_\_ 50% \_\_\_\_\_ ) }☐ Joint with Period Certain \_\_\_\_\_ years.**Special Requests**

List special requests here

**CHECKS MUST BE MADE PAYABLE TO GUGGENHEIM LIFE AND ANNUITY COMPANY****(OVER)**

**Owner Signature – (All appropriate boxes must be checked or application will be deemed incomplete.)**

Do you have any existing annuity or insurance contracts?

☐ Yes ☒ No

If yes, will the proposed contract replace any existing annuity or insurance contract?

☐ Yes ☐ No ☒ N/A*(If yes, Please complete and sign the appropriate replacement form for your state)*

By signing below:

I acknowledge and understand that annuities purchased with Qualified funds are subject to the Required Minimum Distribution (RMD) Rules. If I turn 70 ½ during this calendar year or am currently taking Required Minimum Distributions, I understand that the RMD must be withdrawn before transferring funds.

I believe this to be a suitable purchase for my financial status. Any applicable surrender or withdrawal provisions have been explained to me.

**I agree to all terms and conditions as shown, and have read and understand all the statements made above. I agree that this application will be made part of the annuity contract, and all statements made in this application are true, to the best of my knowledge and belief.**

Owners Signature     John G. Doe	Joint Owners Signature <i>(if applicable)</i>	Date 08-30-2011
Signed At (City)     Anytown,	(State)     USA	(Zip) 12345

**Agent Signature – (All appropriate boxes must be checked or application will be deemed incomplete.)****Suitability:**

Has the applicant disclosed his/her financial and tax status?

☒ Yes ☐ No

Has the applicant disclosed his/her financial goals and objectives?

☒ Yes ☐ No

Has the applicant disclosed his/her other annuity contracts?

☒ Yes ☐ No

The applicant declined to discuss his/her financial situation with me.

☐ Yes ☒ No**Advertising:**

Did you use any sales materials?

☒ Yes ☐ No

If yes, did you use only company approved sales material?

☒ Yes ☐ No ☐ N/A

If yes, did you leave a copy with the client?

☒ Yes ☐ No ☐ N/A**Replacement:**

Does the proposed client have any existing annuity or insurance contract?

☐ Yes ☒ No

If yes, will the proposed contract replace any existing annuity or insurance contract?

☐ Yes ☐ No ☒ N/A*(If yes, Please complete and sign the appropriate replacement form for your state)*

**By signing below, I hereby certify, to the best of my knowledge and belief, that all information in this application is true. I also certify that I have explained there are no withdrawal provisions contained in this contract, and I certify that this annuity is suitable for the applicant, based upon the applicant's disclosure.**

Agent's Signature Jim Smith	Agency Name <i>(if applicable)</i> Quality Agency	Date     8-30-2011
Telephone 123-675-6789	Agent Number     2345-70	State Number <i>(if applicable)</i>

*(If Joint Case)*

Agent's Signature	Agency Name <i>(if applicable)</i>	Date
Telephone	Agent Number	State Number <i>(if applicable)</i>

**Required Notice:** Any person, who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

<i>SERFF Tracking Number:</i>	<i>GLAA-127617275</i>	<i>State:</i>	<i>Arkansas</i>
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## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	
<b>Comments:</b>		
<b>Attachments:</b>		
Readability Certification -.pdf		
Arkansas Certification.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	
<b>Bypass Reason:</b>	The application is a new form. It is attached under the Form Schedule Tab.	
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Life & Annuity - Acturial Memo	
<b>Comments:</b>		
<b>Attachment:</b>		
GLA-SPIA - Act Memo - Generic - 082411.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Statement of Variability	
<b>Comments:</b>		
<b>Attachment:</b>		
GLA-SPIA - SOV - Generic - 082411.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Third Party Authorization Letter	

<i>SERFF Tracking Number:</i>	<i>GLAA-127617275</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Guggenheim Life and Annuity Company</i>	<i>State Tracking Number:</i>	<i>49733</i>
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<i>Product Name:</i>	<i>SPIA</i>		
<i>Project Name/Number:</i>	<i>/GLA-SPIA-01</i>		

**Comments:**

**Attachment:**

Third Party Authorization - NICS.pdf

## READABILITY CERTIFICATION

Company Name: Guggenheim Life and Annuity Company

NAIC Number: 83607

FEIN Number: 43-1380564

Subject: SPIA Contract, GLA-SPIA-01;  
SPIA Application, GLA-SPIAAPP-01 (08/11)

As an officer of Guggenheim Life and Annuity Company, I hereby certify that the following forms achieve a Flesch score that meets or exceeds requirements as follows:

<u>Form Number(s)</u>	<u>Flesch Score</u>
<u>GLA-SPIA-01</u>	<u>55.3</u>
<u>GLA-SPIAAPP-01 (08/11)</u>	<u>47.7</u>

Daniel J.  
Towriss

Digitally signed by Daniel J. Towriss  
DN: cn=Daniel J. Towriss,  
o=Guggenheim Life and Annuity, ou,  
email=Daniel.Towriss@guggenheimin  
surance.com, c=US  
Date: 2011.09.07 21:04:37 -04'00'

Daniel J. Towriss, Secretary

September 7, 2011

Date

## ARKANSAS CERTIFICATION

I, Daniel J. Towriss, Secretary for Guggenheim Life and Annuity Company, do hereby attest and certify to the following:

- The Company has reviewed its issuance procedures and is compliance with Regulation 49, Life and Health Insurance Guaranty Association Notices.
- The submission meets the provisions of Regulation 19, Unfair Sex Discrimination in the Sale of Insurance, as well as all applicable requirements of the Arkansas Insurance Department.

GUGGENHEIM LIFE AND ANNUITY  
COMPANY

Daniel J. Towriss

Digitally signed by Daniel J. Towriss  
DN: cn=Daniel J. Towriss, o=Guggenheim Life and Annuity, ou,  
email=Daniel.Towriss@guggenheiminsurance.com, c=US  
Date: 2011.09.07 21:06:43 -0400

\_\_\_\_\_  
Daniel J. Towriss, Secretary

September 7, 2011

\_\_\_\_\_  
Date

**Guggenheim Life and Annuity Company**  
**Statement of Variability**  
**Form GLA-SPIA-01 (08/11)**  
**GLA-SPIAAPP-01 (08/11)**

**Statement Of Variability**

Contract

The bracketed {} items in the Contract will vary as follow:

The following items will depend on choices and characteristics of the owner:

Contract Number	Contract Date	First Payout Date (within 1 year of Contract Date)
Last Payout Date	Payout Interval	Contract Type
Annuitant	Issue Age	Joint Annuitant
Joint Issue Age	Amount Received	Periodic Income (calculated value)

The following items will depend on whether we are offering a given payout option and the choice of the Applicant. These items will not be changed after the issue date. Any changes are applicable to new issues only.

Annuity Option – The available options the company may offer are attached. The applicant will choose one option and it will appear on the Contract Schedule Page

Guaranteed Period – Will vary from 1-30 years or will be “Not Applicable” depending on the choice of the applicant

Payment of Contract Benefits - The options the company may offer are attached. The applicant will choose one option and the full description will appear on the Contract Schedule Page.

Application

The bracketed {} items in the Application will vary as follow:

Marketing Name – This will be the “Marketing Name” of the product. Currently SPIA or SPIA PLUS (depending on the payout options offered). Both may be offered at the same time on a non-discriminatory basis.

Income Payment Options – These are the Annuity Options offered by the company (attached). Not all options may be offered at any given time.

% Increases – The percentage of increases for the increasing payout can vary from 1 to 15%.

Maximum issue age for Life Only annuitization can vary from 50 to 100

Joint Life payout percentages of 100%, 67% and 50% may be included or excluded from future applications.

## **SPIA Payout Options**

### Single Life Income only

We will continue to pay periodic income as long as the annuitant is living.

### Single Life Income with Guaranteed Period

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out date during the guaranteed period whether or not the annuitant is living. We will continue to pay periodic income after the guaranteed period as long as the annuitant is living. If the annuitant dies before the end of the guaranteed period, no further payments will be made after the guaranteed period ends.

### Guaranteed Period only

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out day during the guaranteed period whether or not the annuitant is living.

### Joint Life and 100% Survivor

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out day as long as one of the annuitants is living. If both annuitants die, no further payments will be made.

### Joint Life and 100% Survivor with Guaranteed Period

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out day during the guaranteed period whether or not either annuitant is living. We will continue to pay periodic income after the guaranteed period as long as one of the annuitants is living. If both annuitants die before the end of the guaranteed period, no further payments will be made after the guaranteed period ends.

### Joint Life and 50% Survivor

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out day if both annuitants are alive. We will pay 50% of the periodic income if only one annuitant is alive. If both annuitants die, no further payments will be made.

### Joint Life and 50% Survivor with Guaranteed Period

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out day during the guaranteed period whether or not either annuitant is living. We will continue to pay the periodic income if both annuitants are alive after the guaranteed period ends. We will pay 50% of the periodic income after the guaranteed period if only one annuitant is alive. If both annuitants die before the end of the guaranteed period, no further payments will be made after the guaranteed period ends.

### Joint Life and 67% Survivor

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out day if both annuitants are alive. We will pay 67% of the periodic income if only one annuitant is alive. If both annuitants die, no further payments will be made.

### Joint Life and 67% Survivor with Guaranteed Period

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out day during the guaranteed period whether or not either annuitant is living. We will continue to pay the periodic income if both annuitants are alive after the guaranteed period ends. We will pay 67% of the periodic income after the guaranteed period if only one annuitant is alive. If both annuitants die before the end of the guaranteed period, no further payments will be made after the guaranteed period ends.

### Annually Increasing Payments

We will pay the periodic income to you or, if applicable, your beneficiary on each pay out day during the guaranteed period whether or not the annuitant is living. Your payments will increase by   X%   each year on their anniversary.



**GUGGENHEIM**

GUGGENHEIM LIFE & ANNUITY COMPANY  
8425 WOODFIELD CROSSING BLVD.  
SUITE 305 EAST  
INDIANAPOLIS, INDIANA 46240

June 14, 2011

To Whom It May Concern:

Please allow this letter to serve as authorization for Newman Insurance Compliance Solutions ("NICS"), LLC to make product form filings on behalf of Guggenheim Life and Annuity Company and any of its subsidiaries. NICS will serve as a compliance consultant on our behalf.

Sincerely,



Daniel J. Towriss  
Secretary